

Ford Elsaesser, ISB #2205  
Bruce A. Anderson, ISB #3392  
ELSAESSER JARZABEK ANDERSON  
ELLIOTT & MACDONALD, CHTD.  
Attorneys at Law  
320 East Neider Avenue, Suite 102  
Coeur d'Alene, ID 83815  
Tel: (208) 667-2900  
Fax: (208) 667-2150  
Email ford@ejame.com  
brucea@ejame.com

*Attorneys for Debtor-in-Possession*

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MONTANA

In re:

Roman Catholic Bishop of Helena, Montana,  
a Montana Religious Corporation Sole  
(Diocese of Helena),

Debtor-in-Possession.

Case No.: 14-60074

Chapter 11

**DEBTOR'S MOTION FOR APPROVAL OF COMPROMISE AND SETTLEMENT; AND  
NOTICE**

COMES NOW the Roman Catholic Bishop of Helena, Montana, a Montana Religious Corporation Sole ("Debtor") and moves the Court pursuant to FRBP 2002 and 9019(a) and Local Rule 9013-1(g)(2)(II), hereby moves for the entry of an Order approving Debtor's Proposed Compromise and Settlement with Montana Department of Environmental Quality ("MDEQ").

This Motion is a core proceeding over which this Court has jurisdiction to enter a final Order pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

## **I. BACKGROUND**

1. On January 31, 2014, the Debtor filed a Voluntary Petition under Chapter 11 of the Bankruptcy Code (the “Reorganization Case”). The Debtor has continued to operate as a Debtor-in-Possession pursuant to 11 U.S.C. §§ 1107 and 1108.

2. On May 6, 2014, the Bankruptcy Court entered an Order establishing a deadline and a procedure for the filing and evaluation of bankruptcy claims (Docket No. 242) (the “General Bar Date Order”). Pursuant to the General Bar Date Order, the bar date for filing General Unsecured Claims was August 11, 2014. The bar date for filing claims by governmental units was also set for August 11, 2014 (the “Governmental Bar Date”).

3. On July 30, 2014, MDEQ filed the MDEQ Claim with the Bankruptcy Court. The MDEQ Claim asserted that the claim is a regulatory obligation or an administrative claim for certain environmental obligations arising in the State of Montana, including but not limited to, claims for the estimated costs of investigation, remediation, post-closure care expenses or other remedial actions that may be required in the future (“Future Remediation Costs”) at the Hart Oil Refinery Comprehensive Cleanup and Responsibility Act (“CECRA”) facility (the “Facility”) in Missoula, Montana.

4. MDEQ asserts in the MDEQ Claim that Debtor has approximately \$500,000 in liability under the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) and CECRA. Debtor asserts that Debtor’s liability under CERCLA and CERCA is contingent and unliquidated, is less than \$500,000, and only relates to property owned by Debtor.

## **II. SETTLEMENT AND COMPROMISE**

5. The principal terms of the Stipulation include:

- A. The Parties agree that Debtor's liabilities or obligations to MDEQ under CERCLA or CECRA, including any liability Debtor may have for Future Remediation Costs or for environmental compliance obligations at the Facility, shall not be subject to discharge, release, waiver, or exculpation pursuant to the Plan and shall remain liabilities of Debtor following the conclusion of the Chapter 11 Case, and shall not be enjoined by the Plan or the Court's Confirmation Order; provided that MDEQ agrees to withdraw its Claim, thereby reducing the obligations of the Debtor's estate by \$500,000.
- B. MDEQ's withdrawal of its Claim is conditioned upon the inclusion of a provision within the Confirmation Order stating: "The obligation the Diocese and any successor in interest may have under any environmental laws, including any liability the Diocese and any successor in interest may have for future remediation costs at the Hart Oil Refinery Comprehensive Environmental Cleanup and Responsibility Act facility located off of California Street in Missoula, Montana shall not be subject to discharge, release, waiver, or exculpation pursuant to the Plan or this Confirmation Order and shall not be enjoined by the Plan or this Confirmation Order."
- C. MDEQ's withdrawal of its Claim with respect to the Facility is further conditioned upon Debtor's agreement to provide financial assurance in a form and substance that satisfies Debtor's financial assurance obligations in accordance with the requirements set forth in Montana Code Annotated, Sections 75-10-721 and 75-10-738, to the extent required by MDEQ. The agreement to provide financial assurance, as required by MDEQ, does not affect the obligation of any other potentially liable person to obtain financial assurance required under CECRA.

### III. RELIEF REQUESTED

6. The Debtor requests that this Court enter an Order granting the Approval Motion and authorizing the Debtor to consummate the compromise and settlement with the MDEQ, pursuant 11 U.S.C. § 363, Fed. R. Bankr. P. 9019, and Local Rule 9013-1(g)(2)(II).

### IV. AUTHORITY FOR APPROVING SETTLEMENT

7. Bankruptcy Rule 9019(a) provides that “[o]n a motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement.” Fed. R. Bankr. P. 9019(a). Settlements are favored in bankruptcy as a means of minimizing litigation, expediting the administration of the bankruptcy estate and providing for the efficient resolution of bankruptcy cases. “The law favors compromise and not litigation for its own sake, [citation omitted] . . . . Thus, . . . [a bankruptcy court] must determine whether the settlement entered into by [a debtor] was reasonable, given the particular circumstances of the case.” *Martin v. Kane (In re A&C Props.)*, 784 F.2d 1377, 1381 (9th Cir. 1986), *cert. denied* 479 U.S. 854 (1986). A settlement agreement should be approved if it was negotiated in good faith, and is fair and equitable and in the best interest of the bankrupt estate. *Id.* In this context, “the business judgment rule requires the trustee’s [or debtor-in-possession’s] decision to be made on an informed basis, in good faith, and in the bona fide belief that the action is in the best interests of the estate.” *In re Rake*, 363 B.R. 146, 152 (Bankr. D. Idaho 2007). Moreover, a court need not conclude that the settlement amount is the amount that would have been paid had the matter been tried; it need only ensure that the settlement does not “fall[] below the lowest point in the range of reasonableness.” *In re Pacific Gas and Elec. Co.*, 304 B.R. 395, 417 (Bankr. N.D. Cal. 2004) (citing *In re Drexel Burnham Lambert Group, Inc.*, 134 B.R. 493, 496-97 (Bankr. S.D.N.Y. 1991)).

8. Under the law applicable in the Ninth Circuit Court of Appeals, the following four factors are considered in determining whether a settlement falls within the range of reasonableness: (1) the probability of success in the litigation; (2) the difficulties, if any, to be encountered in the matter of collection; (3) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; (4) the paramount interest of the creditors and a proper deference to their reasonable views in the premises. *Pacific Gas*, 304 B.R. at 417 (citing *In re A & C Props.*, 784 F.2d at 1381); *In re Rake*, 363 B.R. at 152; *In re Michael*, 183 B.R. 230, 232-33 (Bankr. D. Mont. 1995). Moreover, “[i]t is not necessary to satisfy each of these factors, provided the factors as a whole favor approving the settlement.” *Pacific Gas*, 304 B.R. at 417. (citing *In re WCI Cable, Inc.*, 282 B.R. 457, 473-74 (Bankr. D. Or. 2002)). See *In re Stein*, 236 B.R. 34, 37 (D. Or. 1999) (“Pursuant to Bankruptcy Rule 9019(a), compromises are favored in bankruptcy; therefore the decision of the bankruptcy judge to approve or disapprove the compromise of the parties rests in his or her sound discretion.”). In this instance, consideration of these factors compels the conclusion that the Settlement Agreement should be approved.

**A. Probability of Success in the Litigation:** The Debtor and MDEQ engaged in meaningful discussions to resolve this dispute. The Debtor asserts that any liability under CERCLA and CERCA is contingent and unliquidated and believes that any future liability would be substantially less than \$500,000 as the Debtor has already conducted remedial actions. Debtor has determined, in its business judgment, that entering into the Settlement Agreement is the best course of action because it not only reduces the obligations of the Debtor by \$500,000, but because it allows the Future Remediation Costs, if any, to be determined at the correct time

after confirmation of the Plan and after remediation proceeds in due course, and expedites the administration of the Debtor's estate.

**B. Likely Difficulties in Collection:** The Debtor would incur additional expenses in litigating the allowance and or amount of the MDEQ Claim and if any amount were to be determined it would increase the obligations of the Debtor's estate.

**C. Complexity of the Litigation Involved and Related Expense, Inconvenience and Delay to be Encountered in Collection:** Environmental litigation is generally lengthy, complex, and costly. In order to determine the merits of MDEQ's Claim for Future Remediation Costs and the accurate amount, the Debtor would be forced to expend significant resources in time, attorney's fees, consultant fees, and other discovery and litigation expenses. The additional expenses and times would substantially harm the Debtor's estate and delay the administration of the Debtor's Estate.

**D. The Interests of Creditors:** The withdrawal of the MDEQ Claim reduces the obligations of the Debtor by \$500,000. It allows the administration of the Debtor's estate to move forward without delay, reduce Debtor's expenses, as well as protect MDEQ's interest by having Debtor remain liable for any Future Remediation Costs or environmental compliance obligations at the Facility.

9. It is in the best interests of the Chapter 11 Bankruptcy Estate that the settlement and compromised outlined hereinabove be approved. The Settlement Agreement appears to be fair and equitable in the opinion of the Debtor and its counsel. The Debtor has exercised its business judgment and concludes that it cannot reasonably justify the expense, delay and uncertainty of objecting to and litigating the amount of the MDEQ Claim. The proposed settlement is well within the range of likely outcomes of Claim disputes and represents an

appropriate compromise and settlement taking into account the costs, risks and potential rewards of litigation. For all of these reasons, approval of the proposed settlement is in the best interest of the Debtor's estate and creditors and should be approved.

**V. CONCLUSION**

10. It is believed the relief requested here relates to a matter the Court will routinely grant or deny, without notice or hearing, and the Court's discretion with any party in interest having the right to object, request a hearing and schedule a hearing to reconsider the issuance of any Order within fourteen days of the date of the Order as it relates to a Motion to Approve a Compromise and Settlement for which there are no parties who might object. Montana Local Bankruptcy Rule 9013-1 (g)(2)(II).

WHEREFORE, it is prayed that the Court enter an Order approving the Stipulation.

Dated this 24th day of February, 2015.

ELSAESSER JARZABEK ANDERSON  
ELLIOTT & MACDONALD, CHTD.

/s/ Bruce A. Anderson

Bruce A. Anderson  
Attorney for Debtor-in-Possession

**NOTICE OF OPPORTUNITY TO RESPOND AND REQUEST A HEARING**

If you object to the relief in this motion or wish the Court reconsider its Order, you must file a written responsive pleading and request a hearing within fourteen (14) days of the date of the motion. The responding party shall schedule a hearing on the motion at least twenty-one (21) days after the date of the response and request for hearing and shall include in the caption of the responsive pleading in bold and conspicuous print the date, time and location of the hearing by inserting in the caption the following:

**NOTICE OF HEARING**

**Date:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Location:** \_\_\_\_\_

If no objections are timely filed, the Court may grant the relief requested as a failure to respond by any entity shall be deemed an admission that the relief requested should be granted.

DATED this 24th day of February, 2015.

ELSAESSER JARZABEK ANDERSON  
ELLIOTT & MACDONALD, CHTD.

/s/ Bruce A. Anderson

Bruce A. Anderson

Attorneys for Debtor-In-Possession



CERTIFICATE OF SERVICE

I, Bruce A. Anderson, declare as follows:

I am employed by Elsaesser Jarzabek Anderson Elliott & Macdonald, Chtd., Coeur d'Alene, Idaho; I am over the age of eighteen years and not a party to this action; the firm's business address is 320 East Neider Avenue, Suite 102, Coeur d'Alene, Idaho 83815.

I certify that on February 24, 2015, I served the foregoing DEBTOR'S MOTION FOR APPROVAL OF COMPROMISE AND SETTLEMENT; AND NOTICE on all ECF participants as indicated on the Court's ECF system.

Additionally, by regular first class mail, I mailed a copy to the parties on the attached MML.

Additionally, by regular first class mail, I mailed a copy to the following non-ECF partie(s)

Hon. Michael Hogan (Retired), 21 West Sixth Street, Eugene, OR 97401  
Placid Enterprises, LLC, c/o Martin King, PO Box 387, Seely Lake MT 59868

Additionally, by regular first class mail, I mailed a copy to the following non-ECF parties (names and addresses omitted to protect the privacy of the parties):

W.B., S.D., C.D., A. H.,  
C.W. #6, J.L. #7, E.B. #8, M.P. #395, F.T. #396, H.H #404

I swear under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: February 24, 2015

ELSAESSER JARZABEK ANDERSON  
ELLIOTT & MACDONALD, CHTD.

/s/ Bruce A. Anderson  
Bruce A. Anderson

Label Matrix for local noticing  
0977-2  
Case 14-60074  
U.S. Bankruptcy Court, District of Montana  
Butte  
Tue Feb 24 11:41:59 MST 2015

ROMAN CATHOLIC BISHOP OF HELENA, MONTANA, A  
PO BOX 1729  
HELENA, MT 59624-1729

Ursuline Western Province  
c/o Susan G. Boswell  
Quarles & Brady LLP  
One S. Church Ave.  
Suite 1700  
Tucson, AZ 85701-1630

Allegiance Benefit Plan Mgmt.  
Flexible Benefits  
P.O. Box 4346  
Missoula MT 59806-4346

Anaconda Catholic Community  
217 W. Pennsylvania  
Anaconda, MT 59711-1927

Assoc. Catholic Diocesan Archivists  
c/o Brian B. Fahey, Treasurer  
P.O. Box 818  
Charleston SC 29402-0818

Butte Catholic Community N.  
102 South Washington Street  
Butte, MT 59701-1638

Catherine Rice  
1019 Lewisohn  
Butte, MT 59701-8725

Chris Fichtl  
Sharon Stier  
Rivkin Radler  
926 RXR Plaza  
Uniondale, NY 11556-3823

Clergy Senior Status Trust  
c/o Marie T. Mullarkey  
Wells Fargo  
350 N. Last Change Gulch, 2nd Fl.  
Helena MT 59601-5012

Great American Insurance Company  
c/o Crowley Fleck PLLP  
P.O. Box 7099  
Missoula, MT 59807-7099

The Foundation for the Diocese of Helena  
324 Main SW  
Ronan, MT 59864-2707

U.S. Bankruptcy Court, District of MT  
Room 263 Federal Building  
400 North Main  
Butte, MT 59701-8866

America Press, Inc.  
P.O. Box 293159  
Dayton OH 45429-9159

Anderson Zurmuehlen  
828 Great Northern Blvd.  
Helena MT 59601-3357

B&D Associates  
dba Crowne Plaza Union Station  
123 W. Louisiana Street  
Indianapolis IN 46225-1049

Butte Catholic Schools  
9 S. Idaho Street  
Butte, MT 59701-1609

Catholic Mutual Group  
10843 Old Mill Road  
Omaha, NE 68154-2600

Christ the King Parish  
1400 Gerald Avenue  
Missoula, MT 59801-4230

Colleen Tuxbury-Tripp  
1568 Cornerstone Drive  
Missoula, MT 59802-8611

MT Dept of Environmental Quality  
P.O. Box 200901  
Helena, MT 59620-0901

Tort Claimants c/o Datsopoulos, MacDonald &  
Datsopoulos, MacDonald & Lind, P.C.  
201 W. Main Street, Suite 201  
Missoula, MT 59802-4326

ANDERSON ZURMUEHLEN  
ATTN: KEVIN KELLEY  
PO BOX 1040  
HELENA, MT 59624-1040

(p)AMERICAN HONDA FINANCE  
P O BOX 168088  
IRVING TX 75016-8088

Annuity Fund  
515 N. Ewing Street  
P.O. Box 1729  
Helena, MT 59624-1729

Blessed Trinity Catholic Com  
1475 Eaton Street  
Missoula, MT 59801-3224

Catalina Sugayan and Peter Horst  
Great American Insurance Counsel  
One N. Wacker Drive, Ste 4200  
Chicago, IL 60606-2862

Charles Launer  
363 Jensen Road  
Columbia Falls, MT 59912-9218

Christopher and Michelle Field  
1813 Colorado Gulch  
Helena, MT 59601-9647

Connect Telephone and Computer Grp  
1306 Central Avenue  
Billings, MT 59102-5531

Current Fund  
515 N. Ewing Street  
P.O. Box 1729  
Helena, MT 59624-1729

Custodian Funds  
515 N. Ewing St.  
P.O. Box 1729  
Helena, MT 59624-1729

Dan and Cheryl McCauley  
P.O. Box 1137  
Helena, MT 59624-1137

Daniel and Marjorie Doyle  
1665 Sunflower Drive  
Missoula, MT 59802-3303

David Spector, Luis DeLucia  
Ray Miller  
Schiff Hardin LLP  
666 Fifth Avenue, 17th Fl.  
New York, NY 10103-1700

David and Joyce Roberts  
635 North Ewing  
Helena, MT 59601-3604

David and Mary Beth Garding  
7090 Applegate Drive  
Helena, MT 59602-9095

David and Suzanne Peterson  
229 Mansion Heights Drive  
Missoula, MT 59803-2473

Dean and Arlette Randash  
1941 Virginia Dale Street  
Helena, MT 59601-5886

Deanna Huseth  
P.O. Box 5751  
Missoula, MT 59806-5751

Delbert and Theresia Gilchrist  
705 Park Avenue  
Whitefish, MT 59937-2831

Donald and Beverly Opitz  
1500 Ohio Avenue  
Helena, MT 59601-5429

Donald and Karrin Sax  
15940 Highland Drive  
Florence, MT 59833-5946

Donald and Mary Shaughnessy  
1040 Anglers Bend Way  
Missoula, MT 59802-5547

Donald and Patricia Graber  
P.O. Box 1091  
East Helena, MT 59635-1091

Dr. Mary Langenderfer  
3125 Pattee Canyon Road  
Missoula, MT 59803-1704

Elwood Lapham  
c/o Patricia McCloe  
Deserre Sauers, Guardians  
12853 Pink Street  
Brooklyn, MI 49230-9331

Emmett Kent  
dba ETAK Electric  
P.O. Box 8  
Elliston MT 59728-0008

Empire Office Machines  
821 N. Last Chance Gulch  
Helena, MT 59601-3352

Endowment Fund  
515 N. Ewing Street  
P.O. Box 1729  
Helena MT 59624-1729

Eugene Tripp  
P.O. Box 7103  
Missoula, MT 59807-7103

FIRST INTERSTATE BANK  
PO BOX 5299  
HELENA, MT 59604-5299

First Interstate Bank  
25 E. Lyndale Avenue  
P.O. Box 5299  
Helena, MT 59604-5299

Flint Creek Catholic Community  
P.O. Box 329  
Drummond MT 59832-0329

Foundation for the Diocese Helena  
515 N. Ewing Street  
P.O. Box 1729  
Helena, MT 59624-1729

Fred Marczyk, Michael Pompeo  
Richard Vinci  
Drinker Biddle and Reath LLP  
1177 Ave. of the Americas, 41st Fl.  
New York, NY 10036-2714

Fred and Gayle Stout  
10635 Mullan Road  
Missoula, MT 59808-8432

Fred and Suzie Stradinger  
94 Antelope Drive  
Dillon, MT 59725-8891

GREAT AMERICAN FINANCIAL SERVICES CORPORATIO  
FKA GREAT AMERICAN LEASING CORP  
ATTN: PEGGY UPTON, LITIGATION SPECIALIST  
PO BOX 609  
CEDAR RAPIDS IA 52406-0609

George P. Burns  
2555 Ferndale, 110  
Helena MT 59601-8021

Good Samaritan Thrift Store  
3067 N. Montana Avenue  
Helena, MT 59601-0552

(p)GREATAMERICA FINANCIAL SERVICES CORPORATIO  
PO BOX 609  
CEDAR RAPIDS IA 52406-0609

Guatemala General  
515 N. Ewing Street  
P.O. Box 1729  
Helena, MT 59624-1729

Guatemala Nurses Fund  
515 N. Ewing Street  
P.O. Box 1729  
Helena, MT 59624-1729

Henry Dahl  
1015 Harrison  
Helena, MT 59601-2622

Herbert and Kathryn Wanke  
63 Blue Bird Land  
Whitehall, MT 59759-9701

Holy Cross Parish  
101 S. Walnut  
P.O. Box 610  
Townsend, MT 59644-0610

Holy Family Parish  
609 Quaw Blvd.  
Belgrade, MT 59714-3140

Holy Rosary Parish  
220 W. Main Street  
P.O. Box 96  
Bozeman, MT 59771-0096

Holy Spirit Parish  
3930 East Lake Street  
Butte, MT 59701-4399

Immaculate Conception Parish  
1002 4th Avenue, E  
P.O. Box 1477  
Polson, MT 59860-1477

Immaculate Conception Parish  
605 Clark Street  
P.O. Box 786  
Deer Lodge, MT 59722-0786

Interlogic Outsourcing, Inc.  
25325 Leer Drive  
Elkhart, IN 46514-5428

Invesco  
Paul Maloy  
40 W. Lawrence Street, Ste. C  
Helena, MT 59601-5083

James Murray, Jared Zola  
Ronald Waterman  
Dickstein Shapiro, LLP  
1825 Eye Street NW  
Washington, DC 20006-5417

James Stang  
Pachulski Stang Ziehl & Jones  
10100 Santa Monica Blvd.  
13th Floor  
Los Angeles, CA 90067-4114

James and Darlene Michlig  
50 Morning View Drive  
Kalispell, MT 59901-7213

James and Elizabeth McGovern  
P.O. Box 455  
Cut Bank, MT 59427-0455

James and Joyce Moerkerke  
P.O. Box 346  
Stevensville, MT 59870-0346

James and Kathleen Cummings  
800 Monegan Road  
Whitefish, MT 59937-8283

James and Stella Ziegler  
3040 Hollow Tree Road  
Billings, MT 59101-9422

Jason King  
Patton Boggs LLP  
One Riverfront Plaza, 6th Floor  
1037 Raymond Blvd.  
Newark, NJ 07102-5428

Jeff Hollenback  
4601 Goodan Lane  
Missoula, MT 59808-9009

Jeff Kahane, Russell Roten  
Duane Morris LLP  
865 S. Figueroa St., Ste. 3100  
Los Angeles, CA 90017-5450

Jennifer and Steven Schmitt  
14 Sidewinder Loop  
Clancy, MT 59634-9824

Jerry and Jan Cashman  
2055 Springhill Road  
Bozeman, MT 59718-8461

Jim Butts  
2855 Swan Highway  
Bigfork MT 59911-6414

Joan Powell  
1001 River Lakes Pkwy, Apt. 123  
Whitefish, MT 59937-7859

John Hall  
c/o. St. John Vianney Seminary  
1300 S. Steele Street  
Denver CO 80210-2526

John Stimson  
2 Indian Creek Road  
Sheridan, MT 59749-9632

John and Carolyn Snively  
234 Beverly Avenue  
Missoula, MT 59801-5927

John and Lois Hammett  
1215 Sunnyside  
Kalispell, MT 59901-7491

Joseph Hampton  
Betts, Patterson and Mines  
One Convention Place  
701 Pike Street, Suite 1400  
Seattle, WA 98101-3927

Joseph Shevlin  
1727 Jerome Place  
Helena, MT 59601-4620

Josephine Rodriguez  
631 Cedarwood Drive  
Powell, WY 82435-1749

~~KATHRYN WANKÉ~~  
~~63 BLUE BIRD LAND~~  
~~WHITEHALL MT 59759-9701~~

Karen Riedl  
426 Lilly Road NE, No.118  
Olympia, WA 98506-6932

Kathleen Murphy  
P.O. Box 477  
Mosier, OR 97040-0477

~~Keith Talbot, Scott Jamieson~~  
~~Michael Patterson~~  
~~Patterson Buchanan Fobes Leitch~~  
~~2112 Third Ave., Ste. 500~~  
~~Seattle, WA 98121-2326~~

Kelly and Shelly Wills  
3032 Queen Street  
Missoula, MT 59801-8651

Kevin and Judy Fredenberg  
1616 34th Street  
Missoula, MT 59801-8938

Kyle and Mary Eckmann  
5 Lava Mountain Court  
Montana City, MT 59634-9673

Larry and Loretta Tribble  
P.O. Box 803  
Three Forks, MT 59752-0803

Latin American Missions  
515 N. Ewing Street  
P.O. Box 1729  
Helena, MT 59624-1729

Little Flower Parish  
204 1st Street, N.W.  
P.O. Box 529  
Browning, MT 59417-0529

Liturgy Training Publications  
3949 S. Racine Avenue  
Chicago IL 60609-2523

Living Water Catholic Church  
152 S.O.S. Road  
P.O. Box 995  
Seeley Lake, MT 59868-0995

Lois Ashton Hughes  
915 Saddle Drive, No. 328  
Helena, MT 59601-6088

Lorraine Zimmerman  
285 Madison Avenue, Apt. 201  
Bainbridge Island, WA 98110-2589

MARKETTE & CHOUINARD, P.C.  
DUSTN CHOUINARD  
601 SOUTH FIRST STREET  
HAMILTON, MT 59840-2812

MONTANA DEPARTMENT OF REVENUE  
BANKRUPTCY SPECIALIST KIM DAVIS  
PO BOX 7701  
HELENA, MT 59604-7701

Madison County Catholic Comm  
105 Poppleton  
P.O. Box 17  
Sheridan, MT 59749-0017

Marlene Wheeler  
P.O. Box 155  
Pablo, MT 59855-0155

Mary DeYoung  
Soha and Lang  
1325 Fourth Avenue  
Suite 2000  
Seattle, WA 98101-2570

Mary Pyfer  
716 Red Letter Street  
Helena, MT 59601-5808

Michael and Katherine McKenna  
3915 Sourdough Road  
Bozeman, MT 59715-8013

Michael and Mary Dixon  
46 Forest Park Drive  
Clancy, MT 59634-9756

~~Montana Dept. Environmental Quality~~  
~~1520 E. 6th Avenue~~  
~~Helena, MT 59601-4541~~

Montana Pro Audio  
1200 W. Porphyry Street  
Butte, MT 59701-2130

Morrison Maierle, Inc.  
1 Engineering Place  
P.O. Box 6147  
Helena MT 59604-6147

Mountain West Bank  
1225 Cedar Street  
P.O. Box 6013  
Helena, MT 59604-6013

National Conference for  
Catechetical Leadership  
3031 Fourth Street, Suite B  
Washington DC 20017-1102

Northwest Archivists, Inc.  
Oregon Jewish Museum  
1953 NW Kearney  
Portland OR 97209-1414

OFFICE OF THE U.S. TRUSTEE  
U.S. TRUSTEE'S OFFICE  
LIBERTY CENTER SUITE 204  
301 CENTRAL AVE  
GREAT FALLS, MT 59401-3113

Our Lady of Lourdes  
1502 Shirley Road  
Helena, MT 59602-6639

Our Lady of Mercy Parish  
500 Dewey Avenue  
P.O. Box 626  
Eureka, MT 59917-0626

Our Lady of Pines Parrish  
437 Madison  
P.O. Box 577  
West Yellowstone, MT 59758-0577

Our Lady of Swan Valley  
21592 Sycamore Tree Lane  
Bigfork, MT 59911-7907

Our Lady of the Valley  
1502 Shirley Road  
Helena, MT 59602-6639

Pamela Zuhoski  
18 Mueller Court  
Helena, MT 59601-5446

Patrick and Deborah Marrinan  
32219 Cutting Horse Lane  
Polson, MT 59860-7584

Patti Cassidy  
2312 Garland Drive  
Missoula MT 59803-1102

Paula Loving  
1510 Chestnut Street  
Helena, MT 59601-1065

Phil Maronick  
2508 Primrose Lane  
Helena, MT 59601-0315

Phyllis Odermann  
c/o Wendy Ekre  
PO Box 202  
Beach, ND 58621-0202

Pope John Paul II Parish  
195 Cloverdell Road  
P.O. Box 277  
Bigfork, MT 59911-0277

Randall and Mary Fraser  
10 Pine Ridge Circle  
Clancy, MT 59634-9760

Ravalli County Bank  
P.O. Box 150  
Hamilton, MT 59840-0150

Raymond Leopold  
3360 Whitefish Stage Road  
Kalispell, MT 59901-6727

Resurrection Cemetery  
3700 N. Montana Avenue  
P.O. Box 5029  
Helena, MT 59604-5029

Resurrection Parish  
1725 S. 11th Avenue  
Bozeman, MT 59715-5404

Rev. Daniel Shea  
818 N. Benton Avenue  
Helena, MT 59601-2746

Rev. Edward Stupca  
Marquis Room 206  
300 Mount Highland Drive  
Butte, MT 59701-4080

Rev. John Darragh  
730B Missy's Way  
Missoula, MT 59801

Rev. John Hunthausen  
6 Wood Court  
Helena, MT 59601-0167

Rev. John Wang  
425 Ford Street  
Missoula, MT 59801-4246

Rev. Joseph Oblinger  
2400 Durston Road, No. 37  
Bozeman, MT 59718-1860

Rev. Robert Noonan  
2815 Old Fort Road, Apt. 304  
Missoula, MT 59804-7409

Rev. Stephen Tallman  
5630 Lower Woodchuck Road  
Florence, MT 59833-6624

Reverend Edward Stupca  
300 Mount Highland Drive  
Butte MT 59701-4080

Reverend Frank McCormick  
2409 Mary Jane Blvd.  
Missoula MT 59808-5886

Reverend Gregory Burke  
25 Burning Tree Lane  
Butte MT 59701-3936

Reverend John J. Darragh  
730 Missy's Way  
Apt. B  
Missoula MT 59801-1487

Reverend John Murray  
901 Pennsylvania Avenue  
Deer Lodge MT 59722-1743

Reverend Joseph Byrne  
2801 Colonial Drive  
Apt. 215  
Helena MT 59601-8040

Reverend Kenneth Fortney  
3 Willowbrook Close  
Whitefish MT 59937-8100

Reverend Msgr. Joseph Harrington  
1726 Cannon  
Helena MT 59601-1964

Reverend Richard Sodja  
2530 Wildwood Lane, No 5  
Helena MT 59601-8027

Reverend Stephen Tallman  
5630 Lower Woodchuck Road  
Florence MT 59833-6624

Reverend Thomas M. O'Donnell  
1701 Prospect Avenue  
3H  
Helena MT 59601-4598

Reverend Victor Langhans  
P.O. Box 856, CMR 701  
APO AP 96555

Richard Pyfer  
534 Diehl Drive  
Helena, MT 59601-5457

Richard Quinn  
119116 Lone Pine  
Silverbow, MT 59750-9703

Richard and Carolyn Gibbons  
629 2nd Street  
Helena, MT 59601-5331

Richard and Christine Snyder  
253 Anderson Blvd.  
Helena, MT 59601-0328

Richard and Darlene Samson  
1605 Shadow Lane  
Missoula, MT 59803-3409

Richard and Dawn Bishop  
938 Rumble Creed Road  
Condon, MT 59826-9017

Richard and Jonella Schwaller  
1426 Cherry Drive  
Bozeman, MT 59715-5925

Richard and Teresa Athman  
575 Foley Lane  
Hamilton, MT 59840-9008

Risen Christ Parish  
65 W. Evergreen Drive  
Kalispell, MT 59901-2809

Robert Vinci  
Drinker Biddle and Reath LLP  
1177 Avenue of the Americas  
41st Floor  
New York, NY 10036-2714

Robert and Adele Zanon  
13840 SW Cherry Hill Court  
Beaverton, OR 97008-4901

Robert and Louise Robinson  
506 North Rodney Street  
Helena, MT 59601-4012

Robert and Lynn Pearce, Jr.  
50 Yellowstone Road  
Columbia Falls, 59912-9262

Roman Catholic Bishop of Helena  
515 North Ewing  
P.O. Box 1729  
Helena, MT 59624-1729

Roman Catholic Bishop of Helena, Montana,  
a Montana Religious Corporation Sole (  
PO Box 1729  
Helena, MT 59624-1729

Rosabelle Maloney Stimson  
2 Indian Creek Road  
Sheridan, MT 59749-9632

Rose Ball Maloney  
P.O. Box 139  
Alder, MT 59710-0139

SANDEFUR LAW OFFICES  
PATRICK SANDEFUR  
100 RYMAN  
MISSOULA, MT 59802-4307

STATE OF MONTANA, DEPT OF ENVIRONMENTAL QUAL  
c/o KATHERINE M HAQUE-HAUSRATH  
PO BOX 200901  
HELENA MT 59620-0901

STS Cyril & Methodius Parish  
120 W. Riggs  
P.O. Box 1110  
East Helena, MT 59635-1110

Sacred Heart Mission  
1502 Shirley Road  
Helena, MT 59602-6639

Sacred Heart Parish  
35933 Round Butte Road  
Ronan, MT 59864-2311

Sacred Heart, Belgian Colony  
616 4th Street  
P.O. Box 338  
Valier, MT 59486-0338

Scott Schroeder, DDS  
2445 S. 3rd Street, W.  
Missoula, MT 59801-1330

Service Master Comm. Bldg. Service  
P.O. Box 310  
Helena, MT 59624-0310

Shaela Evenson  
1810 Elm Street  
Butte MT 59701-4816

Shareholder Representative, LLC  
c/o Philip J. Carstens, Jr.  
618 Riverside Ave., #300  
Spokane, WA 99201-5102

Sheila McShane  
P.O. Box 1729  
Helena MT 59624-1729

Sister of Charity of Leavenworth  
Delores Brinkel  
P.O. Box 1729  
Helena MT 59624-1729

Sisters of Charity Margaret Hogan  
602 N 10th Street  
Hamilton MT 59840-2059

Sisters of Charity Paula Tweet  
3900 Juniper Lane  
Butte MT 59701

Spirit of Christ Mission  
1475 Eaton Street  
Missoula, MT 59801-3224

St. Ann Parish  
2100 Farragut Avenue  
Butte, MT 59701-6102

St. Ann Parish  
9015 Hwy 200 East  
P.O. Box 1008  
Bonner, MT 59823-1008

St. Anne Parish  
BIA Road #1  
P.O. Box 160  
Heart Butte, MT 59448-0160

St. Anthony Parish  
217 Tremont Street  
Missoula, MT 59801-3997

St. Bartholomew Parish  
407 2nd Avenue, S.E.  
P.O. Box 422  
White Sulphur Springs, MT 59645-0422

St. Catherine Parish  
214 S. Elder  
P.O. Box 205  
Boulder, MT 59632-0205

St. Charles Parish  
230 Baker Avenue  
P.O. Box 128  
Whitefish, MT 59937-0128

St. Francis Parish  
411 S. 5th Street  
P.O. Box 593  
Hamilton, MT 59840-0593

St. Francis Parish  
616 4th Street  
P.O. Box 338  
Valier, MT 59486-0338

St. Francis Xavier Parish  
420 W. Pine Street  
Missoula, MT 59802-4118

St. Helena Cathedral Parish  
530 N. Ewing Street  
Helena, MT 59601-4001

St. Ignatius Mission  
300 Beartrack Avenue  
P.O. Box 667  
Saint Ignatius, MT 59865-0667

St. James Parish  
109 W. Meany Street  
P. O. Box 745  
Plains, MT 59859-0745

St. John Parish  
519 1st Avenue, S  
P.O. Box 397  
Fairfield, MT 59436-0397

St. John Vianney Parish  
609 Quaw Blvd.  
Belgrade, MT 59714-3140

St. John the Baptist  
16680 Main Street  
P.O. Box 329  
Frenchtown, MT 59834-0329

St. John's Parish  
1500 Cobban Street  
Butte, MT 59701-5934



St. Joseph Mission  
35933 Round Butte Road  
Ronan, MT 59864-2311

St. Joseph Mission  
437 Madison  
P.O. Box 577  
West Yellowstone, MT 59758-0577

St. Joseph Parish  
28 3rd Street, NW  
P.O. Box 286  
Harlowton, MT 59036-0286

St. Joseph Parish  
320 Main Street  
P.O. Box 640  
Choteau, MT 59422-0640

St. Joseph Parish  
719 Utah Avenue  
P.O. Box 1467  
Libby, MT 59923-1467

St. Jude Parish  
Hwy. 200, 100 Main Street  
P.O. Box 802  
Lincoln, MT 59639-0802

St. Margaret Parish  
129 2nd Avenue, SE  
P.O. Box 207  
Cut Bank, MT 59427-0207

St. Mary Catholic Community  
1700 Missoula Avenue  
Helena, MT 59601-3966

St. Mary Mission  
12 Broad Street  
P.O. Box 329  
Drummond, MT 59832-0329

St. Matthew Parish  
602 S. Main Street  
Kalispell, MT 59901-4898

St. Michael Parish  
106 S. Maryland  
Conrad, MT 59425-2016

St. Michael Parish  
12 Broad Street  
P.O. Box 329  
Drummond, MT 59832-0329

St. Phillip Neri Parish  
12 Broad Street  
P.O. Box 329  
Drummond, MT 59832-0329

St. Richard Parish  
1210 9th Street W  
P.O. Box 2073  
Columbia Falls, MT 59912-2073

St. Rose of Lima Parish  
226 S. Atlantic Street  
Dillon, MT 59725-2717

St. Teresa Parish  
107 - 2nd Avenue SE  
P.O. Box 337  
Whitehall, MT 59759-0337

St. Theodore Mission  
530 N. Ewing Street  
Helena, MT 59601-4001

St. Thomas Aquinas Mission  
531 Main Street  
Shelby, MT 59474-1809

St. Thomas Parish  
108 Main Street  
P.O. Box 90  
Helmville, MT 59843-0090

St. William Parish  
20 1st Avenue, NE  
P.O. Box 18  
Dutton, MT 59433-0018

St. William Parish  
416 Preston Avenue  
P.O. Box 186  
Thompson Falls, MT 59873-0186

St. William Parish  
531 Main Street  
Shelby, MT 59474-1809

Steve and Rose Nistler  
7691 Highway 12 W  
Helena, MT 59601-9779

T. Weber Greiser  
3125 Pattee Canyon Road  
Missoula, MT 59803-1704

The Foundation for Diocese Helena  
Jeanne Saarien  
P.O. Box 1729  
Helena, MT 59624-1729

The Sycamore Tree  
21592 Sycamore Tree Lane  
Swan Lake, MT 59911-7907

Thea Louise Seese  
315 Saddle Drive, No.309  
Helena, MT 59601

Thomas and Barbara Keegan  
109 Wedgewood Lane  
Helena, MT 59601-0166

Thomas and Donna Weiner  
201 E. Lyndale Avenue  
#50-405  
Helena, MT 59601-2914

Tort Claimants  
c/o Bryan Smith and Vito de la Cruz  
Tamaki Law Offices  
1340 N. 16th Avenue, Suite C  
Yakima, WA 98902-7106

Tort Claimants  
c/o Joseph Blumel  
Law Offices of Joseph A. Blumel III  
4407 N. Division Street, Suite 900  
Spokane, WA 99207-1660

Tort Claimants  
c/o Lee James and Craig Vernon  
James, Vernon & Weeks  
1626 Lincoln Way  
Coeur D Alene, ID 83814-2459

Tort Claimants  
c/o Milt Datsopoulos, Molly Howard  
Datsopoulos, MacDonald & Lind  
201 W. Main Street, Suite 201  
Missoula, MT 59802-4326

Tort Claimants  
c/o Timothy Kosnoff and Daniel Fasy  
Kosnoff Fasy, PLLC  
520 Pike Street, Suite 1010  
Seattle, WA 98101-4058

URSULINE WESTERN PROVINCE  
C/O SUSAN G. BOSWELL  
ONE S CHURCH AVE STE 1700  
TUCSON, AZ 85701-1630

US SECURITIES & EXCHANGE COMM  
ATTN: BANKRUPTCY COUNSEL  
5670 WILSHIRE BLVD 11TH FLOOR  
LOS ANGELES, CA 90036-5627

UnitedHealthcare Ins. Co.  
P.O. Box 5840  
Carol Stream IL 60197-5840

Ursuline Nuns  
c/o John P. Christian  
475 Sansome Street, Suite 1800  
San Francisco CA 94111-3141

Ursuline Nuns  
c/o Thomas Q. Johnson  
Keller, Reynolds, Drake, Johnson  
P.O. Box 598  
Helena MT 59624-0598

W. Neil and Helen Hammer  
2420 Whitefish Stage Road  
Kalispell, MT 59901-6760

Wells Fargo Bank, N.A.  
Business Direct Division  
P.O. Box 29482  
Phoenix, AZ 85038-9482

Wells Fargo Wealth Management  
350 North Last Chance Gulch  
Second Floor  
Helena, MT 59601-5012

William P. Driscoll  
Franz and Driscoll  
21 N. Last Chance Gulch  
Suite 210  
Helena, MT 59601-4142

William and Jeanne Marie Jarrett  
Box One  
Washington, VA 22747

William and Mary Palmer  
1616 Jerome Place  
Helena, MT 59601-5253

Xerox Corporation  
P.O. Box 7405  
Pasadena, CA 91109-7405

BRUCE ALAN ANDERSON  
ELSAESSER, JARZABEK, et al.  
320 East Neider Avenue  
Suite 102  
COEUR D'ALENE, ID 83815-6007

FORD ELSAESSER  
ELSAESSER, JARZABEK, et al.  
PO BOX 1049  
SANDPOINT, ID 83864-0855

Joseph Hrella  
2510 McHugh  
Helena, MT 59601-0248

KEITH TALBOT  
PATTERSON BUCHANAN FOBES & LEITCH, INC P  
2112 THIRD AVENUE  
SUITE 500  
SEATTLE, WA 98121-2326

MICHAEL BAZLEY  
RCCC SUITE K-44  
12500 BRUCEVILLE ROAD  
ELK GROVE, CA 95757-9784

MICHAEL PATTERSON  
PATTERSON BUCHANAN FOBES & LEITCH INC PS  
2112 THRID AVENUE  
SUITE 500  
SEATTLE, WA 98121

SCOTT JAMIESON  
PATTERSON BUCHANAN FOBES & LEITCH, INC P  
2112 THIRD AVENUE  
SUITE 500  
SEATTLE, WA 98121-2326

WILLIAM P DRISCOLL  
FRANZ & DRISCOLL, PLLP  
PO BOX 1155  
HELENA, MT 59624-1155

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

American Honda Finance Corporation  
National Bankruptcy Center  
P.O. Box 168088  
Irving, TX 75016-8088  
866-716-6441

Great America Financial Services  
P.O. Box 660831  
Dallas, TX 75266

(d)Honda Financial Services  
P.O. Box 168008  
Irving, TX 75016



WHEREAS, on March 7, 2014, the Office of the United States Trustee appointed an official committee of unsecured creditors [Docket No. 110].

WHEREAS, on May 6, 2014, the Bankruptcy Court entered an order establishing a deadline and a procedure for the filing and evaluation of bankruptcy claims [Docket No. 242] (the "General Bar Date Order"). Pursuant to the General Bar Date Order, the bar date for filing general unsecured claims was August 11, 2014. The bar date for filing claims by governmental units was also set for August 11, 2014 (the "Governmental Bar Date").

WHEREAS, on July 30, 2014, MDEQ filed the MDEQ Claim with the Bankruptcy Court. The MDEQ Claim asserted that the claim is a regulatory obligation or an administrative claim for certain environmental obligations arising in the State of Montana, including, but not limited to, claims for the estimated cost of investigatory, remediation, post-closure care expenses or other remedial actions that may be required in the future ("Future Remediation Costs") at the Hart Oil Refinery Comprehensive Environmental Cleanup and Responsibility Act ("CECRA") facility ("Facility") in Missoula, Montana.

WHEREAS, MDEQ asserts in the MDEQ Claim that Debtor has approximately \$500,000 in liability under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") and CECRA.

WHEREAS, Debtor asserts that Debtor's liability under CERCLA and CECRA is contingent and unliquidated, is less than \$500,000, and only relates to property owned by Debtor.

WHEREAS, Debtor and MDEQ have engaged in discussions to resolve the matters contained within the MDEQ Claim.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby STIPULATED AND AGREED between the parties that:

### **JURISDICTION**

1. The Bankruptcy Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334.

### **ALLOWANCE OF CLAIMS**

2. The filing of the MDEQ Claim with the Bankruptcy Court fulfills and satisfies the filing and other requirements of the General Bar Date Order.

3. The Parties agree that Debtor's liabilities or obligations to MDEQ under CERCLA or CECRA, including any liability Debtor may have for Future Remediation Costs or for environmental compliance obligations at the Facility, shall not be subject to discharge, release, waiver, or exculpation pursuant to the Plan and shall remain liabilities of Debtor following the conclusion of the Chapter 11 case, and shall not be enjoined by the Plan or the Court's confirmation order; provided that MDEQ agrees to withdraw its claim, thereby reducing the obligations of the Debtor's estate by \$500,000.

4. MDEQ's withdrawal of its claim is conditioned upon the inclusion of a provision within the confirmation order stating: "The obligations the Diocese and any successor in interest may have under any environmental laws, including any liability the Diocese and any successor in interest may have for future remediation costs at the Hart Oil Refinery Comprehensive Environmental Cleanup and Responsibility Act facility located off of California Street in Missoula, Montana shall not be subject to discharge, release, waiver, or exculpation pursuant to the Plan or this Confirmation Order and shall not be enjoined by the Plan or this Confirmation Order."

5. MDEQ's withdrawal of its claims with respect to the Facility is further conditioned upon Debtor's agreement to provide financial assurance in a form and substance that satisfies Debtor's financial assurance obligations in accordance with the requirements set forth in Montana Code Annotated, Sections 75-10-721 and 75-10-738, to the extent required by MDEQ.

The agreement to provide financial assurance, as required by MDEQ, does not affect the obligation of any other potentially liable person to obtain financial assurance required under CECRA.

6. All aspects of the MDEQ Claim are hereby deemed resolved.

7. To the extent any provisions of the Plan or confirmation order relating to the Plan conflict with the terms of this Stipulation, this Stipulation controls despite any provision in the Plan or confirmation order to the contrary.

8. MDEQ agrees that, within 30 days of the order approving this Stipulation becoming become final and non-appealable, it will withdraw Claim No. 126.

#### **PARTIES BOUND**

9. This Stipulation shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

10. This Stipulation shall be binding upon (i) any trustee, plan administrator, distribution agent and/or any other responsible person or any successor of the Debtor or the estate; (ii) any chapter 11 trustee, and/or (iii) any chapter 7 trustee.

#### **RESERVATION OF RIGHTS**

11. The Parties reserve, and this Stipulation is without prejudice to, all rights against all persons with respect to all other matters.

12. Nothing in this Stipulation shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Stipulation or otherwise covered by the terms of this Stipulation.

13. The Parties' resolution of the matters set forth more fully in this Stipulation is acknowledged to be consensual.

14. Nothing contained herein shall be considered an admission of liability of past or present wrongdoing by either Party.

15. The Parties reserve all respective rights and defenses they may have.

### **SIGNATORIES**

16. The undersigned hereby represent and warrant that: (i) they have full authority to execute this Stipulation on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Stipulation; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Stipulation.

17. This Stipulation may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, but all of which when taken together shall constitute one and the same instrument.

18. This Stipulation shall not be modified, altered, amended or vacated without written agreement of the Parties.

### **JUDICIAL APPROVAL**

19. The settlement reflected in this Stipulation shall be subject to approval by the Court pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"). Promptly after execution of this Stipulation, Debtor shall file a motion with the Bankruptcy Court seeking approval of this Stipulation. The Parties do not anticipate that any other parties will object to this Stipulation, because it reduces the obligations of the estate by \$500,000 and because the Debtor has previously conducted remedial actions at the Facility. Therefore, the Parties anticipate that this is a matter that the Bankruptcy Court will routinely grant pursuant to Mont. LBR 9013-1(g)(2)(II).

### **RETENTION OF JURISDICTION**

20. The Bankruptcy Court shall retain jurisdiction, and the Parties consent to such retention of jurisdiction, to resolve any disputes or controversies arising from or related to this Stipulation. Any motion or application brought before the Bankruptcy Court to resolve a dispute arising from or related to the Stipulation shall be brought on proper notice upon the undersigned



Parties in accordance with the relevant Bankruptcy Rules and the Local Bankruptcy Rules of the United States District Court for the District of Montana.

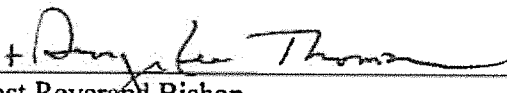
EFFECTIVE DATE

21. The "Effective Date," as used throughout this Stipulation, shall be the date the Stipulation is approved by the Bankruptcy Court pursuant to Bankruptcy Rule 9019.


Stipulated and Agreed to this 10<sup>th</sup> day of February, 2015.

ROMAN CATHOLIC BISHOP OF HELENA,  
MONTANA, A MONTANA RELIGIOUS SOLE

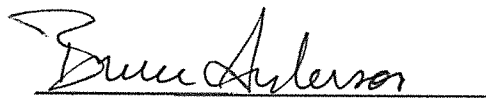
MONTANA DEPARTMENT OF  
ENVIRONMENTAL QUALITY

  
Most Reverend Bishop  
George Leo Thomas

\_\_\_\_\_  
Tom Livers, Director  
P.O. Box 200901  
Helena, Montana 59620-0901  
Telephone: (406) 444-2544

  
William Driscoll  
Local Counsel for Debtor  
FRANZ & DRISCOLL, PLLP  
21 North Last Chance Gulch, Suite 210  
P. O. Box 1155  
Helena, Montana 59601  
Telephone: (406) 442-0005

\_\_\_\_\_  
Katherine M. Haque-Hausrath  
Special Assistant Attorney General for  
State of Montana  
Helena, Montana 59620-0901  
Telephone: (406) 841-5019  
Facsimile: (406) 841-5050  
Counsel for the Montana Department of  
Environmental Quality

  
Bruce A. Anderson  
Counsel for Debtor  
ELSAESSER JARZABEK ANDERSON  
ELLIOTT & MACDONALD, CHTD.  
Attorneys at Law  
320 East Neider Avenue, Suite 102  
Coeur d'Alene, ID 83815  
Telephone: (208) 667-2900



Parties in accordance with the relevant Bankruptcy Rules and the Local Bankruptcy Rules of the United States District Court for the District of Montana.

**EFFECTIVE DATE**


21. The "Effective Date," as used throughout this Stipulation, shall be the date the Stipulation is approved by the Bankruptcy Court pursuant to Bankruptcy Rule 9019.

Stipulated and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

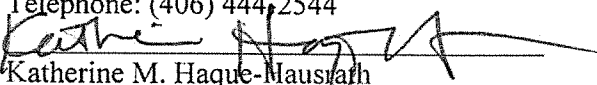
ROMAN CATHOLIC BISHOP OF HELENA,  
MONTANA, A MONTANA RELIGIOUS SOLE

MONTANA DEPARTMENT OF  
ENVIRONMENTAL QUALITY

\_\_\_\_\_  
Most Reverend Bishop  
George Leo Thomas

  
\_\_\_\_\_  
Tom Livers, Director  
P.O. Box 200901  
Helena, Montana 59620-0901  
Telephone: (406) 444-2544

\_\_\_\_\_  
William Driscoll  
Local Counsel for Debtor  
FRANZ & DRISCOLL, PLLP  
21 North Last Chance Gulch, Suite 210  
P. O. Box 1155  
Helena, Montana 59601  
Telephone: (406) 442-0005

  
\_\_\_\_\_  
Katherine M. Haque-Mausath  
Special Assistant Attorney General for  
State of Montana  
Helena, Montana 59620-0901  
Telephone: (406) 841-5019  
Facsimile: (406) 841-5050  
Counsel for the Montana Department of  
Environmental Quality

\_\_\_\_\_  
Bruce A. Anderson  
Counsel for Debtor  
ELSAESSER JARZABEK ANDERSON  
ELLIOTT & MACDONALD, CHTD.  
Attorneys at Law  
320 East Neider Avenue, Suite 102  
Coeur d'Alene, ID 83815  
Telephone: (208) 667-2900